

# 2012 Annual Customer Notification

Dear Charter Customer:

Thank You for being a Charter customer! The information that follows is a compilation of the TV products and services we have to offer; prices and options for programming services; installation and service maintenance policies; brief instructions on how to use the cable service; channel positions of the programming we carry; billing and complaint procedures; information on your right to privacy; an explanation of Local Access and how to use it; and the role of the Cable Advisory Council. The Federal Communications Commission requires cable systems to provide customers annually with an updated version of this information. Should you have any questions after reviewing the information, please don't hesitate to call us or go to our website at [charter.com](http://charter.com). We're here to assist you.

Sincerely,  
Charter Communications

## FRANCHISE CONTACTS

The Vermont Department of Public Service and Public Service Board desire to hear the views of subscribers regarding the quality of services provided by Charter Communications and the reasonableness of the terms upon which those services are provided.

To convey your views or seek assistance with a dispute, you may contact the Consumer Affairs Division of the VT Department of Public Service at 800-622-4496 or 802-828-2332, Monday-Friday, except holidays, 7:45 a.m. - 4:30 p.m., or write DPS, 112 State Street, Montpelier, VT 05620-2601. TTY/TDD number 1-800-734-8390.

The division can also assist you in submitting a dispute to the Vermont Public Service Board, which is the franchise authority. The access management organizations (AMO) for Charter are: Kingdom Access Television (KATV) in Northeast Vermont and Central Vermont Television (CVTV) in Central Vermont.

### PAYMENT OFFICES

459 Portland Street  
Johnsbury, VT 05819  
888-GET CHARTER

1:00 p.m. - 1:30 p.m. (closed for lunch)  
304 North Main Street, Suite 1  
Barre, VT 05641  
12:45 p.m. - 1:30 p.m. (closed for lunch)

### OFFICE HOURS

Monday, Wednesday & Thursday 8:30 a.m. - 4:30 p.m.  
Tuesday 10:00 a.m. - 6:30 p.m.  
Friday 9:00 a.m. - 4:30 p.m.

Charter Communications® appreciates your subscription to our cable television service. To ensure that you understand our service and billing procedures, we have outlined the essential information below.

## OVERVIEW OF CHARTER'S TV SERVICES<sup>1</sup>

**CHARTER TV BASIC** (Basic Tier Availability) The Basic Service Tier, where available, is our lowest level of cable service. Charter TV Basic includes off air broadcast stations and may include any franchise-required public, educational and government access channels. All such programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law. Pursuant to federal law, cable customers must subscribe to Charter TV Basic in order to subscribe to any other cable video service.

**EXPANDED SERVICE** The Expanded Service Tier, where available, is an optional level of service above and beyond Basic Service and is billed separately from Basic Service. A customer must receive Charter's Basic Service Tier in order to be eligible to receive Expanded Basic. Expanded Basic Service may include many of the non premium cable channels such as the Discovery Channel®, Lifetime®, ESPN®, A&E®, the USA Network®, and TNT®. All such programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law.

**CHARTER TV DIGITAL PACKAGES & TIERS** There are various digital TV packages and options for a customer to choose including Charter TV in Digital, Charter TV Select, Charter TV Silver and Charter TV Gold. Where available, these packages provide an optional level of service that requires a receiver and provides access to an

array of movies and other programming in crisp digital-quality picture and sound. Additional channel tiers offered: Digi Tier 1 which includes NFL Network, ESPN U, Investigation Discovery, Nick Jr. and a variety of other channels, Digi Tier 2 which includes NFL RedZone, Fox Soccer, Smithsonian Channel, Boomerang and a variety of other channels, Sports View, Faith & Values View, and Latino View.

**PREMIUM SERVICES\*** Premium Services are available on a per channel or per service basis. Premium Channels generally include Home Box Office®, Cinemax®, Starz®, Encore®, Showtime®, The Movie Channel™ and EPIX™. Not all premium services are available in all areas. There is a separate monthly charge for premium channels.

**OTHER OPTIONAL SERVICES** In addition to these programming services, Charter or its leasing affiliates may also offer its customers, for an additional monthly charge, the rental of receivers or remotes, and the following services where available: HD, DVR\*, Charter Internet and Charter Phone.

**A NOTE ABOUT PROGRAMMING** Charter receives programming from various broadcast and cable networks. Charter is not responsible for the content aired by these networks and may not alter the programming schedule. Please contact specific cable or broadcast networks directly with your programming complaints or questions. You will find pricing and channel line-ups for your specific area provided with this notice. You may also view the channel line-ups and additional services available in your area at [www.charter.com](http://www.charter.com).

## HOW TO USE YOUR TV SERVICES

Charter's broadband network and customer premises equipment, including the receiver and modem, are designed to be safe and reliable for carrying television, internet and phone signals. Here are just a few tips to keep it that way:

1. During severe electrical storms you should unplug your television set and cable receiver to avoid damage. Charter and television set manufacturers are not responsible for damage that occurs due to acts of nature.
2. Remember your receiver operates on 110 volts so take all the precautions that you would for any small appliance-such as checking to see that the cord is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your receiver.
4. If you have someone other than Charter install the inside wiring in your home, or if you do it yourself, you are responsible for ensuring that the wiring does not interfere with the normal operation of the cable system and that it complies with applicable federal regulations, including protections against signal leakage.

### CABLE COMPATIBILITY

Most modern television sets and VCRs are cable compatible and can receive the analog and digital signals carried on the cable system if those signals have not been encoded to secure the signal. "Cable-ready" television sets may be connected directly to the cable system and will receive the non-secure analog or unencrypted digital signals present on the system. Except for new television sets equipped to use the CableCARD technology, described later in this notice, television sets may not receive the digitally encrypted signals carried on Charter's cable system without a receiver provided by Charter. A receiver may also be required if the television set is not cable ready and cannot receive the large number of channels available on the cable system.

### ABOUT YOUR RECEIVER

Even if your television set is cable compatible or cable-ready, you may still need a receiver to receive secure analog, digital or HDTV signals that are carried on the cable system. Secure analog or digital signals include premium services that have been secured by the cable system and are delivered only to those customers who elect to have them as part of their service package. These include premium movie channels, special events, On Demand events, and other premium service offerings. The receiver is a tuner/decoder. It receives the cable channel selected by the customer and converts it to a format that can be received by the customer's television set or device. This converted signal is usually displayed on channel 3 or 4 on the customer's television set or device. Some receivers also provide video and audio outputs, which can be connected to the video and audio inputs of the customer's devices if they are present. Operating your television set after it is connected to the cable television system is easy. Turn on your television and the cable receiver. Ensure your television set is tuned to the proper channel to receive the signals from the receiver. This connection could be RF (channel 3 or channel 4), video baseband, component or HDMI input. Select the channel you wish to watch by selecting it on the receiver using the remote control. To ensure reliable operation, confirm the receiver is plugged into a non-switched power outlet (one that is not controlled by a light switch) and that connections on the back are secure. Loss of power to the receiver may result in a temporary loss of your cable television service.

<sup>1</sup> Services listed in this notice may not be available in all Charter areas. Digital equipment may be required to view certain channels or receive certain services. Please contact your local Charter office or customer service number if you have any questions about service availability.

\*Not applicable to Charter Business Public View and Hospitality customers.

NOTE: THE RECEIVER AND REMOTE CONTROL RENTAL DEVICES ARE THE PROPERTY OF CHARTER (OR ITS LEASING AFFILIATES) AND MUST BE RETURNED TO CHARTER WHEN YOU ARE NO LONGER A CUSTOMER. FAILURE TO RETURN ANY PROPERTY OF CHARTER WILL SUBJECT YOU TO ADDITIONAL CHARGES, POSSIBLE CRIMINAL PROSECUTION, AND MAY RESULT IN YOUR CREDIT REPORT BEING NEGATIVELY IMPACTED.

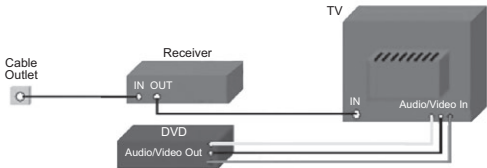
**PAY-PER-VIEW\* AND ON DEMAND\***

Where available, Pay-Per-View and On Demand are for private, in-home viewing only; no commercial establishments. To order one of these services, your account must be current. Customers with digital receivers may order using Charter's remote control. To prevent unauthorized use in your household, you are responsible for setting up a PIN number, Parental Control and Rating preference. Charter will not give credit for the following circumstances: 1) unauthorized use, 2) if you tape a Pay-Per-View event or movie and are not present to monitor the taping, 3) if you do not call to report reception problems while the movie or event you ordered is on, 4) or if you do not call to report you did not receive the movie you ordered, while that movie is on.

**INSTALLING YOUR VCR AND DVD**

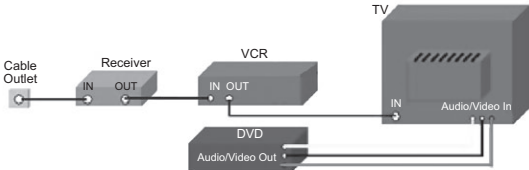
Your DVD/VCR can be used to enhance your cable television experience. Installation of your VCR or DVD can be completed through a variety of different methods depending upon your viewing and recording requirements. Different options for installing your VCR or DVD are described below. If you need assistance, Charter personnel will help you understand how to make DVD/VCR and cable television service compatible entertainment components. You can have maximum flexibility in watching what you want to watch, when you want to watch it.

**HOW TO CONNECT YOUR DVD PLAYER, RECEIVER, AND TV**



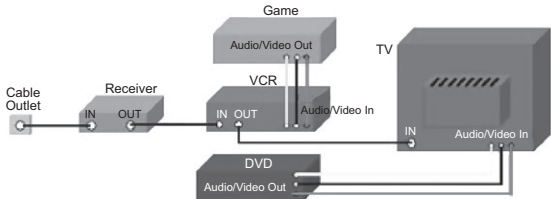
- Cable from Cable Outlet to IN of Receiver.
- Cable from OUT on Receiver to IN on TV.
- Audio/Video cables from OUT on DVD to Audio/Video IN on TV.  
(Match colors of cables red-to-red, yellow-to-yellow, etc.)

**HOW TO CONNECT YOUR DVD PLAYER, RECEIVER, TV, AND VCR**



- Cable from Cable Outlet to IN of Receiver.
- Cable from OUT on Receiver to IN on VCR.
- Cable from OUT on VCR to IN on TV.
- Audio/Video cables from OUT on DVD to Audio/Video IN on TV.  
(Match colors of cables red-to-red, yellow-to-yellow, etc.)

**HOW TO CONNECT YOUR DVD PLAYER, RECEIVER, TV, AND VCR AND GAME**



- Cable from Cable Outlet to IN on Receiver.
- Cable from OUT on Receiver to IN on VCR.
- Cable from OUT on VCR to IN on TV.
- Audio/Video Cables from Game to Audio/Video IN on TV (or VCR).
- Audio/Video Cables from DVD to Audio/Video IN on TV.

**ADDITIONAL EQUIPMENT**

Cable jumpers, signal splitters, amplifiers or A/B switches may cause signal degradation if they do not meet Charter's standards. Please contact us for assistance in connecting any additional equipment to your home network. All cable connections must be properly prepared and must be properly tightened.

**COMPATIBLE REMOTE CONTROLS**

Charter uses digital receivers or analog set-top box with decoders that work in conjunction with universal remote controls. Universal remote controls are available from retail stores. The following is a representative list of compatible remote controls currently available from retail stores. Although Charter has endeavored to ensure the accuracy of the list, errors or omissions may occur. Please note that this list of current universal remote control units may become obsolete with technological changes. Should you have a question about the compatibility of your remote control unit, please call the remote manufacturer or contact Charter.

Make	Description	Model
GE	4-Device Glow Keys Universal Remote	24906
Logitech Harmony	5-Device Advanced Universal	650
Logitech Harmony	15-Device Advanced Universal	915
Logitech Harmony	15-Device with Color Touch Screen	1100
RCA	5-Device Universal	RCRP05
RCA	8-Device Universal Big Button	RCR4358
Sony	8-Device Universal Learning Remote	RMVL600
Universal Remote Control	7-Device Universal	R7
Universal Remote Control	18-Device Digital Universal	R50
Zenith	8-Device Universal Remote	ZC800

**SPECIAL EQUIPMENT**

**BYPASS SWITCHES/SPLITTERS:** This switch is installed on the input side of the receiver to permit signals to bypass the receiver and be routed directly to your television set, DVD or VCR. This will permit the simultaneous recording and viewing of different non-secure programs, the consecutive recording of non-secure programming on different channels, and the use of picture in picture features for non-secure channels. This switch may be part of your receiver or it may be a separate device.

**CUSTOM SETUP:** If you wish to receive two secure channels at the same time (so that you can watch a secure channel while recording another secure channel), a dual tuner receiver or two single tuner receivers can be installed to facilitate this request.

**AMPLIFICATION EQUIPMENT:** Charter is required by federal regulation to deliver a minimum signal to each television set. Charter's network is designed to provide the required signal for up to four home devices. If five or more outlets or devices are connected to the home network, a signal amplification device may be required and may be sold to the respective customer. Charter will install the amplification device.

**CABLECARDS:** The CableCARD is a piece of equipment, about the size of a credit card, designed to allow a customer to see digital encrypted cable channels without using a receiver if you have a newer television that supports the device. In some instances, a receiver is still needed to receive advanced interactive digital cable services, including but not limited to, On Demand, on screen ordering of Pay-Per-View or the enhanced program guide. Please contact Charter to inquire about the availability of CableCARDS in your area.

**SELF HELP AND SUPPORT** You will find help videos, user guides, troubleshooting steps, and FAQ's for Charter's TV products and services at [charter.com/support](http://charter.com/support).

**PARENTAL CONTROLS**

Charter understands that there may be certain television programs available that some customers find unsuitable for members of their household. Certain channels containing sexually oriented programming are carried on the cable system. Signal "bleed", which results in partly discernible video images and audio, may appear on these and other channels. Charter advises all customers to periodically audit the cable channels to determine if any programming is deemed by them to be offensive or inappropriate, as well as to prevent children from viewing signal "bleed" without their parents' knowledge or permission. Customers should also be aware that certain home electronic equipment may be capable of "defeating" scrambled signals and may make it possible to view the programming involved.

A parental control option is available to all Charter customers who have a receiver hooked up to their TV. In some areas, one of our remote controls may also be necessary in order to utilize this option.

Depending on the type of equipment in your home, parentally controlling a channel may be as easy as pressing some buttons on the remote control or the receiver.

By exercising the parental control option, you can block the programming on many channels for a certain amount of time. In most areas, our equipment allows our customers to parentally control even local broadcast networks.

Customers who notify us that they are not satisfied with our scrambling may receive a special filter, which Charter will install to prevent further reception of certain channels. This is only necessary in those rare instances in which the respective customer's home television equipment is able to defeat the scrambling technology used by Charter.

For more information, please contact Charter Customer Service.

## SERVICE AND BILLING PROCEDURES

Charter appreciates you as a customer (also referred to herein as "Customer") of our cable and broadband communication services (referred to herein as a "Service" or the "Services") and has provided below essential information regarding terms and conditions of service, billing procedures, and complaint procedures.

### SERVICE:

**REQUEST FOR CONNECTION.** Request for connection may be made at the local Charter office, via the Internet at [www.charter.com](http://www.charter.com), or by mail or telephone. Customers will be advised of installation and applicable pre-payment amounts. Unless otherwise specified, billing begins on the date of physical installation. Customers may be subject to credit screening in accordance with applicable law. Based on the results of a credit check, customers may be required to pay a deposit and/or advanced payments as condition of service and applicable service restrictions may apply.

**INSTALLATION.** Someone over eighteen (18) years of age with a government issued picture ID must be home during any installation or repair of your cable television Service. Charter requires its employees to display identification during visits to a customer's service location.

**ACCESS.** By ordering Service, customer has granted Charter the right to enter upon your property at the service address to install Service, and to audit, adjust, repair, replace, maintain, move or remove equipment and from time to time check for signal leakage. By accepting service, you also are deemed to grant Charter any easement or rights of way needed to render Services to your property. If Charter is unable to gain reasonable access to your property, Charter reserves the right to discontinue Service.

**HOME WIRING.** For new and existing single unit installations, the wiring inside the demarcation point, as defined by the FCC, shall become a fixture to the realty upon installation. For multiple dwelling unit or commercial installations, the wiring inside the demarcation point shall not be deemed a fixture or part of the Customer's realty unless the Customer purchases the cable wire when Service is terminated.

### EQUIPMENT.

- a.) Charter Owned. Any receiver or other Charter property and facilities ("Equipment") delivered to Customer and/or installed on the premises to receive the Service(s) shall remain the property of Charter. Customer assumes the risk of loss, theft or damage to the Equipment at all times prior to the removal of the Equipment by Charter or return of the Equipment by Customer. Customers may be asked to provide a credit card as security for all HD, DVR, combination HD\_DVR receivers, or other like equipment. You will be required to sign a Supplemental Terms - HD Box or DVR Unreturned Equipment Charges form at the time of installation or pick-up at the local office. Failure to return equipment will subject you to additional charges and may result in your credit report being negatively impacted.
- b.) Customer Owned. Customer agrees that Charter is not responsible for the operation, maintenance, service or repair of Customer's television, computer, telephone, radio or any other consumer electronics, which may be connected to the Service(s).

**REPAIR OF CABLE EQUIPMENT.** Charter will repair and/or replace any defective system components including receivers at no charge, but customer shall be responsible for repairs necessitated due to abuse or the negligence of the Customer. In the latter case, a reasonable charge will be assessed by Charter to the Customer.

**SERVICE CALLS.** If the Customer has a technical problem that is cable system related, there will be no charge for the service call if the problem is associated with the cable plant, which Charter maintains. In all other cases and where the problem is a result of unauthorized tampering with the cable or abuse of Charter's equipment, a service call charge may be assessed.

**PROGRAMMING.** Customer acknowledges that Charter has the right at any time to preempt without notice specific advertised programming and to substitute programming.

**RESTRICTIONS.** Charter provides cable service to Customer for private home viewing and enjoyment. Customer may not order or request Pay-Per-View, On Demand, digital music, or any other programming for receipt, exhibition or taping in a commercial establishment. Customer may not exhibit nor assist in the exhibition of Pay-Per-View programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider. If Customer fails to abide by this restriction, Customer shall be liable for any and all claims made against Customer or Charter on account of any commercial exhibition.

**COMPANY CHANGES IN SERVICE AND CHARGES.** Subject to applicable law, Charter has the right to change its service and equipment, and its prices or fees, at any time. Charter also may rearrange, delete, add to or otherwise change the Service provided on our Basic Service or other levels of Service. If the change affects you, Charter will

provide you notice of the change and its effective date. The notice may be provided on your monthly bill, as an insert, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service. Please refer to your service agreement, if applicable, for any early disconnection reference. However, if you continue to receive service after the effective date of the change, your continued usage of the Service constitutes your acceptance of the change.

To the extent required by law, after notification of a re-tiering of Charter services or a rate increase, you may elect within 30 days to change the services you are receiving at no additional charge. Otherwise, changes by you of the Services you receive may result in upgrade, downgrade, or change of service charges. Please contact Charter if you have questions.

**ASSIGNMENT - CHANGE OF OCCUPANCY.** The Service shall only be provided to Customer at the address where Charter's installation is performed. Customer may not transfer Customer's rights or obligations to the Service to any successor tenant or occupant or to any other address without Charter's prior written consent.

**CHARTER ALL IN CUSTOMER GUARANTEE** We're committed to making your experience outstanding. Learn more about our customer guarantee at [charter.com/guarantee](http://charter.com/guarantee).

### BILLING

**MULTIPLE CYCLE BILLING.** Customer agrees to pay monthly charges in advance. All service charges are billed based upon the initial installation date for the current month and any pro-rated charges. After payment of the installation fee and the first month's billing as set forth in the Request for Connection section, payment is due by the due date and becomes past due upon your next billing cycle. The date on which a bill becomes past due may vary on a community-to-community basis depending upon applicable law in your area. You may be billed late fees, charges and assessments related to late payments or non-payments if for any reason (a) Charter does not receive from you any required payment for Service by the payment due date or (b) you pay less than the full amount due for Service. If there is a billing problem, please call Charter promptly to ensure your bill does not become past due.

**STATEMENTS WITH ZERO OR CREDIT BALANCES.** Customers with a zero or credit balance on their bill will not receive a paper statement in the mail.

**DISCONNECT FOR NON-PAY.** If a balance remains unpaid beyond the specified due date, it becomes delinquent. Charter will make reasonable efforts (may include written notices, phone calls, text messages, e-mail, internet messages, etc.) to contact you, leading to disconnection if the delinquency remains unpaid. Any subsequent reconnect is subject to a reconnect fee, all back balances and the first month's bill, and all costs of collection (if any).

**CHECK AND CREDIT CARD POLICY.** Charter may charge a reasonable insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we reserve the right to electronically debit your account for the amount of the attempted payment, plus an insufficient funds processing fee as set forth on your Video Services rate card (but in any event up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day such initial payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be paid by cash, cashier's check or money order. Charter may suspend check and/or bankcard payment options on an account at any time if multiple returned payments are attempted.

**PROCESSING FEES.** Additional fees may apply if a Charter Customer Care Agent's assistance is needed for payment.

**CORRESPONDENCE.** Do not mail written correspondence with your bill statement. Please contact Charter Customer Service with any additional needs.

**TERMINATION - CUSTOMER.** Account holder may terminate Service in person at the local Charter office or by telephone. To avoid any billing misunderstanding, telephone requests for disconnection should be followed up either in writing or in person. If Account Holder is on a term agreement and is requesting termination of the agreement prior to the end of the contractual period, Charter reserves the right to assess an early termination fee.

**TERMINATION OF SERVICE/DISCONNECTED ACCOUNT.** Charter reserves the right to terminate your service based on your delinquent status. Charter will make reasonable efforts (may include written notices, phone calls, text messages, e-mail, internet messages, etc.) to contact you and advise you of a pending suspension or disconnection resulting from an unpaid balance. In the unlikely event that your account has been disconnected for nonpayment, you may be liable for all reconnect fees, past due balance, and 1st month service in advance, and any pro-rated charges. If your account remains unpaid, it may be forwarded to a 3rd party collection agency for collections and your credit report may be negatively impacted. If your service is terminated before the end of your contract date, then Charter reserves the right to assess an early termination fee.

Upon termination, Charter may charge additional fees on any unpaid balance, and reserves any and all other rights it has under the terms and conditions of Customer's service agreement with Charter and otherwise under applicable law with respect to billing for Service and unreturned equipment. The replacement cost for any unreturned



equipment will be posted to Customer's account and will appear on the next available billing statement. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to Charter upon termination of Service, Customer shall be liable to Charter for applicable unreturned equipment fees as may be set forth in your Video Services rate card or any Supplemental Terms form, if applicable, or the full replacement cost of such equipment. Further, Customer understands and agrees that Charter may charge Customer's credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost of any unreturned Equipment, in accordance with applicable law.

**PRIOR ACCOUNTS.** Customer represents that no monies are owed to Charter from previous accounts with Charter. If Charter finds a prior account with Customer with monies owed to Charter, then Charter may apply any funds received to that prior account before the funds are applied to the new account. If customer is requesting new services, any prior account balance owed must be paid before new services can be completed.

**MOVING.** Before you move, please contact Charter. This is the best way for us to disconnect your Service, recover your Equipment and arrange for cable television service in your new home. Call us in advance, and Charter will schedule a new installation, provided that your new home is in our service area. Should you decide to disconnect your cable television Service, receivers, remote-control devices, modems and any other equipment provided by us should be returned to us immediately. Do not leave the Equipment in your vacant home or with anyone else.

**INSIDE WIRING\*.** A Wire Maintenance Plan is offered to customers for a low monthly rate. It covers the repair of customers' inside communications wires. The optional plan applies to most inside wiring problems associated with cable and telephone wires. Charter does not service television sets, or any other equipment (such as VCR's, home antennas, or other cable compatible equipment) not owned by us as part of this plan, even if it is attached to the cable or to the cable equipment. Certain other limitations may apply to the plan, such as the exclusion of repairs necessary as a result of illegal installations, abuse or other misconduct, unauthorized modifications of inside wiring and/or catastrophic events like fires or floods. Please contact Charter for more information about the Wire Maintenance Plan.

**SUSPENSION/CREDITS FOR LOSS OF SERVICE.** Charter endeavors to respond to a complete outage in a customer's service within 24 hours of the outage being reported, except in situations beyond our control. If you have a service problem, please contact Charter immediately as any applicable credit that is available will be issued from the date you notify us. Charter will not be responsible for any failure or interruption of programming or Service resulting from circumstances beyond its control. Customer shall not be entitled to consequential damages of any sort, under any circumstance.

**INDEMNITY.** In requesting and accepting Service, Customer agrees to indemnify and hold Charter harmless from and against any and all demands, claims, suits, attorney or witness fees, liabilities and other expenses for damages to property or injury or death of any person arising from the installation and provision of Service, except such as was caused by the negligence or willful misconduct of Charter or its authorized employees or agents. You agree that Charter is not liable for any consequential damages as a result of any loss of Service, nor will you make any claims or undertake any actions against Charter for loss of Service.

**COMPLAINT PROCEDURES** Charter Communications maintains offices and trained maintenance staff to respond promptly to customers' requests. Technical personnel will be dispatched as needed. We strive to resolve any complaints concerning service as quickly as possible. Should a customer have any unresolved complaint regarding quality of service, equipment malfunctions, or similar matters, please contact Charter Customer Service. If a complaint remains unresolved, you may write a brief explanation of the complaint and actions taken and send them to: Charter Communications, Vice President, 95 Higgins Street, Worcester, MA 01606. Additionally, Charter Communications holds an operating certificate from the Vermont Public Service Board and is also regulated by the Federal Communications Commission. Both of these entities may assist customers who are unable to get a satisfactory resolution of their complaints directly from the company.

**Dispute Resolution:** You should first try to resolve any complaint or dispute directly with Charter. If you remain unsatisfied by Charter's response, you may request assistance from the Vermont Department of Public Service Consumer Hotline by calling 1-800-622-4496 or writing 112 State Street, Montpelier, VT 05620-2601. Assistance is available Monday through Friday, except state holidays, between the hours of 7:45 a.m. and 4:30 p.m. TTY/TDD number is 1-800-734-8390.

## THEFT OF SERVICE

Theft of service is the unauthorized interception and/or receipt of any communications and services offered over a cable system or tampering with cable equipment without the express authorization of the cable operator. Cable theft can occur when an individual knowingly and willfully makes illegal connections to a cable system or alters any equipment or installs any unauthorized equipment so as to receive Charter's cable signal without Charter's authorization or knowledge. Cable theft can also occur when an individual continues to receive Charter's cable signal subsequent to termination of Service.

Any person who unlawfully intercepts or receives communications provided over a cable system violates the Federal Communications Act as amended. [See 47 U.S.C. §553]. This includes the theft of audio, video, textual data, or other service, including data transmitted to or from a customer over a system that has interactive capability. Parties found guilty of cable theft are subject to both civil and criminal penalties, which may include substantial fines and/or time in prison. These prohibitions apply to manufacturers, suppliers and users of unauthorized cable devices.

Also, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award additional damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

Congress enacted this legislation because it believes that theft of cable service poses a major threat to the economic viability of cable operators and cable programmers. Theft of service creates unfair burdens on cable customers who are forced to subsidize the illegal reception by other individuals of cable service without paying for it.

To contact Charter call 1-888-GET CHARTER (1-888-438-2427)